

Terms and Conditions governing the use of (Name of App) __Magzter Application_____

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FOR THE PURPOSES OF THESE TERMS AND CONDITIONS, WHEREVER THE CONTEXT SO REQUIRES "YOU" OR "YOUR" SHALL MEAN ANY NATURAL PERSON WHO IS A VALID AND ACTIVE VODAFONE SUBSCRIBER.

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Terms & Conditions

- These terms and conditions will constitute a binding contract between You and Vodafone. These terms explain your obligations towards Vodafone when You avail the Product and use the application or any related third party application, as the case may be.
- __Magzter_____ is an application software providing ____Magzter _____services through the Owner and is available exclusively for Active Subscribers of Vodafone only;
- You agree that the Product is an optional product and You have voluntarily chosen to avail the Product and the services being offered thereunder at your sole cost and risk.
- The Product is a third party service, brought to You by the Owner. Vodafone India Limited (VIL) and Vodafone Mobile Services Limited (VMSL) (collectively "We" or "Our" or "Vodafone") are only distributing the Product among interested Active Subscribers of Vodafone and will not be responsible or liable with regard to any services (or deficiency thereof) being provided through the Product.
- Subscriber shall mean the rightful user of the Vodafone India connection, pre-paid or post-paid, in whose name the mobile phone connection number (MSISDN) is registered with Vodafone India. In the event the number / connection is registered in the name of a company/ firm, Subscriber shall mean the employee who is authorized to use the connection, in the absence of any instruction in writing to the contrary by the employer. An Active Subscriber of Vodafone shall mean a Subscriber who uses Vodafone Subscriber Identity Module ("SIM") on a regular basis;
- You hereby authorize Vodafone to collect your personal information including name, address and mobile number etc. and share with its partners so as to enable You to avail all the features of the Product. Your personal information will be stored and processed as mentioned herein and in accordance with Vodafone Privacy Policy which is available at <http://www.vodafone.in/privacy-policy?section=consumer>.

- You agree that Vodafone has no responsibility and liability with regard to the privacy, safety and security of any information (including personal information) that You may have to share independently with the Owner for availing the Product.
- You agree that Vodafone is distributing the Product only and shall not be responsible for any Product liability, defect, non-performance or application / service-related issues related to the Product. All such issues or disputes will be directly settled between You and the Owner. No such complaint or request will be entertained by Vodafone.
- For availing the Product, You will have to abide by separate Terms & Conditions as stated by the Owner, which are independent of these terms and conditions.
- Upon successful registration, You will be charged Rs. 199/month for Magzter Gold or Rs. 49/month for Magzter Gold Lite on behalf of the Owner as a subscription fee for availing the Product.
- During the subscription period, in case You choose the same, the monthly subscription charges will be billed in Your Vodafone bills or may be deducted from your prepaid balance.
- The Product is linked to a unique combination of Your mobile number and the device that is in use during the time of registration. Your subscription of the Product will end in case You cease to be a Vodafone subscriber (including by way of barring/suspension norms of Vodafone) or change any one of them during the subscription period. In such a scenario, You will cease to avail the Product; You will accordingly be charged only for the current month for the Product and no further. You can also choose to register afresh, with a new device or new Vodafone mobile number or both (as the case may be) to start a new subscription of the Product.
- You acknowledge that from time to time, the availability of the application software may be limited due to maintenance, upgrade or other technical reasons as relevant.
- Smartphone users acknowledge that they may from time to time receive upgraded versions of the application software, to which these terms and conditions will apply. Normal data charges as per Your network tariff plan will apply when downloading the updated application.
- This Product is provided on an "as is- as available" basis and no guarantee, warranty or representation is made regarding the merchantability or fitness of the Product for any purpose. Further, no guarantee, warranty or representation is made as to the Product being error free or continuously available. Consequently, We shall not be liable for any claim regarding the availability (or lack thereof) of the Product and/or the bandwidth/ speed available. To the maximum extent permitted by applicable law, in no event shall We or Our subsidiaries and affiliates, and their respective officers, directors, owners, agents, employees, representatives and licensors be liable for any special, incidental, indirect, consequential, punitive or exemplary losses or damages whatsoever or for loss of profits (including, without limitation, damages for loss of revenue, loss of data, failure to realize expected savings, interruption of activities, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data) or any other pecuniary or economic loss) and whether arising from breach of contract, damages (including negligence), strict liability or otherwise, arising out of the use of or inability to use the Product.

- We may in our sole discretion amend these Terms and Conditions from time to time without any prior notice. Such change shall be notified on the website www.vodafone.in. Your use of the Product after such notice of any change shall be deemed to be Your acceptance to such amended Terms and Conditions.
- You agree that You will be responsible for any damages resulting from any violation of these Terms and Conditions to the fullest extent of the law. You further agree to indemnify and hold Vodafone and its affiliates, officers, directors, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms, or any violation of any law or the rights of any third party that occurs in connection with your use of the Product.
- By availing this Product, You confirm and waive the applicability of rules and regulations of the National Do Not Call registry and You agree to receive promotional messages and alerts under the current Product and upcoming offers from Vodafone India, as it may in its sole and absolute discretion decide.
- This Product is available subject to force majeure circumstances i.e. Act of God or any circumstance beyond the reasonable control of Vodafone.
- The Subscriber shall also be bound by the terms and conditions of the Customer Application Form as amended from time to time.
- This Product is subject to guidelines/directions issued by Telecom Regulatory Authority of India (TRAI), Department of Telecommunications (DOT) or any other statutory authority from time to time.
- The Terms and Conditions stated herein shall not override the terms and conditions of the Subscriber Enrolment Form/Customer Application Form.
- Failure by Vodafone India to enforce any of the Terms and Conditions in any instance shall not be deemed to be a waiver of those Terms and Conditions and shall not give rise to any claim by any person.
- By downloading and using the Product, You confirm to abide by all intellectual and industrial property rights, including copyrights or trademarks belonging to Vodafone India, the Owner and to any third party content licensor to Vodafone India that is made available through the Product.
- These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.
